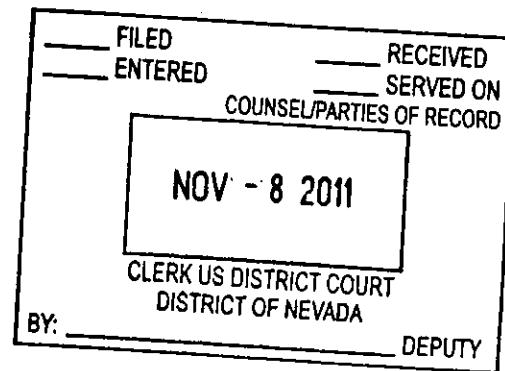


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13 UNITED STATES DISTRICT COURT  
 14 DISTRICT OF NEVADA

16 FERRING B.V.,	)	Case No.: 3:11-cv-00481-RCJ-VPC
	)	
17 Plaintiff,	)	
	)	
18 v.	)	STIPULATED PROTECTIVE ORDER
	)	
20 WATSON LABORATORIES, INC. -	)	
21 FLORIDA,	)	
	)	
22 Defendant.	)	
	)	

23  
 24 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Ferring B.V. ("Ferring") and  
 25 Defendant Watson Laboratories, Inc. - Florida ("Watson"), through their respective counsel,  
 26 hereby stipulate and agree that discovery in this Civil Action ("Action") may involve the  
 27  
 28

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1 disclosure of certain documents, things and information that constitute or contain trade secrets or  
2 other confidential research, development or commercial information within the meaning of Rule  
3 26(c) of the Federal Rules of Civil Procedure ("Fed. R. Civ. P."), which must be protected in  
4 order to preserve legitimate business interests. Accordingly, good cause exists for the entry of  
5 this Protective Order pursuant to Fed. R. Civ. P. 26(c) to protect against improper disclosure or  
6 use of confidential information produced or disclosed in this case. Ferring and Watson therefore  
7 further stipulate and agree, subject to the approval of the Court, that the terms and conditions of  
8 this Stipulated Protective Order shall govern the handling of documents, depositions, pleadings,  
9 exhibits and all other information exchanged by the parties in this Civil Action, or provided by  
10 or obtained from non-parties in this Action.  
11

#### 12 SCOPE

13  
14 1. This Stipulated Protective Order shall apply to all documents, depositions,  
15 pleadings, exhibits and all other material or information subject to discovery in this Action,  
16 including responses to requests for production of documents, answers to interrogatories,  
17 responses to requests for admissions, deposition testimony, expert testimony and reports, and all  
18 other discovery taken pursuant to the Federal Rules of Civil Procedure, matters in evidence and  
19 any other information hereafter furnished, directly or indirectly, by or on behalf of any party,  
20 non-party or witness in connection with this Action ("Discovery Material").  
21

22 2. As used herein, "Producing Party" shall refer to any party to this Action and to  
23 any non-party who produces Discovery Material, and "Receiving Party" shall refer to any  
24 individual who properly receives, is shown or is exposed to Discovery Material.  
25

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**DESIGNATION**

3. Any Producing Party may designate Discovery Material as "CONFIDENTIAL" in accordance with this Stipulated Protective Order if such party in good faith believes that such Discovery Material contains CONFIDENTIAL information as defined in Paragraph 4. Any Producing Party may further designate Discovery Material as "HIGHLY CONFIDENTIAL" in accordance with this Stipulated Protective Order if such party in good faith believes that such Discovery Material contains HIGHLY CONFIDENTIAL information as defined in Paragraph 4. HIGHLY CONFIDENTIAL Discovery Material is a subset of CONFIDENTIAL Discovery Material, and, accordingly, all references to CONFIDENTIAL Discovery Material in the remaining provisions of this Stipulated Protective Order encompass HIGHLY CONFIDENTIAL Discovery Material unless otherwise noted. The burden of establishing that Discovery Material is CONFIDENTIAL as defined herein shall be on the Producing Party. The designation of any Discovery Material as CONFIDENTIAL shall be deemed effective unless and until the Court orders otherwise or the Producing Party withdraws the designation.

4. As used herein, CONFIDENTIAL Discovery Material refers to information that a Producing Party claims to be proprietary business information or technical information relating to a trade secret or other confidential research, development or commercial information within the meaning of Fed. R. Civ. P. 26(c). As used herein, HIGHLY CONFIDENTIAL Discovery Material refers to information that a Producing Party reasonably believes could be used in formulation, research, development, patent prosecution or regulatory work regarding tranexamic acid to the competitive disadvantage of the Producing Party or that contains personal data within the sense of the European Union Data Protection Directive and/or the laws of any European

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1 country. Information to be treated under this Protective Order as CONFIDENTIAL shall include  
2 but not be limited to:

3 (a) Information set forth in responses to discovery requests made under Fed.  
4 R. Civ. P. 31, 33 or 36, or in documents produced under Fed. R. Civ. P. 33(d) or 34, provided  
5 that, prior to delivery to the Receiving Party, the responses or copies of documents are marked  
6 by the Producing Party with the following legends or their substantial equivalents:  
7 "CONFIDENTIAL (or HIGHLY CONFIDENTIAL)" or "CONFIDENTIAL (or HIGHLY  
8 CONFIDENTIAL) - SUBJECT TO STIPULATED PROTECTIVE ORDER - *Ferring B.V. v.*  
9 *Watson Laboratories, Inc. - Florida*, Case No. 3:11-cv-00481-RCJ-VPC." Documents and/or  
10 information may be made available for inspection without designation and designated  
11 subsequently at the time of production.

12  
13 (b) Information revealed by inspection of things and premises under Fed. R.  
14 Civ. P. 34, provided that, prior to and at any time up to thirty (30) calendar days after the  
15 inspection, the party permitting inspection specifically identifies in writing the  
16 CONFIDENTIAL Discovery Material that will be or that was disclosed by the inspection. To  
17 ensure that the Producing Party has the full thirty (30) calendar days to make appropriate  
18 designations, all information gleaned from inspection of things and premises will be  
19 automatically treated as HIGHLY CONFIDENTIAL Discovery Material for thirty (30) calendar  
20 days after the day of inspection. There shall be no waiver of confidentiality by the inspection of  
21 CONFIDENTIAL Discovery Material before it is copied and marked pursuant to this Order.  
22 Inspection of Discovery Material by any party shall be conducted by persons eligible under  
23 Paragraph 11 below.  
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1 (c) Information revealed during a deposition upon oral or written examination  
2 under Fed. R. Civ. P. 30, for twenty (20) calendar days following receipt of the final transcript  
3 by counsel for the Producing Party, but not thereafter unless, before the twenty (20) calendar day  
4 period has expired, counsel for the Producing Party notifies counsel for the Receiving Party in  
5 writing that CONFIDENTIAL Discovery Material is set forth in the transcript and specifies in  
6 writing the portions of the transcript that disclose CONFIDENTIAL Discovery Material, or  
7 during the deposition, counsel for the Producing Party or any other party designates the  
8 transcript or portions thereof to be CONFIDENTIAL Discovery Material. The legend described  
9 in Paragraph 4(a) shall be placed on the front of any deposition transcript, and if videotaped, any  
10 copies of the videotape, containing CONFIDENTIAL information.  
11

12 5. To the extent that any party wishes to file or submit for filing as part of the Court  
13 record any materials subject to this Stipulated Protective Order, or any pleading, motion or  
14 memorandum referring to them, the party wishing to do so shall first caused to be filed a motion  
15 for leave to file such materials under seal. The party seeking leave to file CONFIDENTIAL  
16 Discovery Material under seal shall provide copies of those materials proposed to be filed under  
17 seal to the Clerk of the Court in an envelope marked "PROPOSED TO BE FILED UNDER  
18 SEAL" along with the date, docket number and title of the related motion for leave to file under  
19 seal. The party seeking to file materials under seal bears the burden of overcoming the  
20 presumption in favor of public access to papers filed in Court, but any other party may file  
21 papers and/or present arguments in support of the need for the materials at issue to be filed under  
22 seal. Leave need not be obtained in order to redact personal data or account numbers from any  
23 materials filed with the Court.  
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**USE**

6. Discovery Material designated CONFIDENTIAL under this Stipulated Protective Order may be used only for purposes of this litigation and any appeal therefrom, and shall not be used for any other purpose including, but not limited to, any business, proprietary, commercial, governmental or other legal purpose, including in connection with any other litigation, arbitration or claim. Nothing in this Stipulated Protective Order precludes a Producing Party from using or disseminating its own CONFIDENTIAL information.

7. During the course of preparing for a deposition or trial, unless otherwise entitled to access under this Protective Order, a fact deponent or witness may be shown CONFIDENTIAL Discovery Material of another party or third party if, and only if, the Discovery Material reveals on its face that the deponent or witness authored or received the Discovery Material in the ordinary course of business and outside the context of this litigation. Nothing in this Paragraph shall preclude a Producing Party from showing Discovery Material that it has produced to its own deponent or witness, regardless of whether the Producing Party has designated the Discovery Material it produced as CONFIDENTIAL, and regardless of whether such deponent or witness is an author or recipient of the Discovery Material.

8. During the course of a deposition or trial, unless otherwise entitled to access under this Protective Order, a fact deponent or witness may be shown CONFIDENTIAL Discovery Material of another party or third party, if and only if, the Discovery Material reveals on its face that the deponent or witness authored or received the Discovery Material in the ordinary course of business and outside the context of this litigation, or alternatively if foundation testimony or other Discovery Material establishes that the deponent or witness authored or received the Discovery Material in the ordinary course of business and outside the

1 context of this litigation. A fact deponent or witness who is an officer, director or employee of a  
2 Producing Party may be shown any CONFIDENTIAL Discovery Material of the Producing  
3 Party of which he or she is an officer, director or employee.

4 9. All Discovery Material designated CONFIDENTIAL shall be protected from  
5 disclosure as specified herein, unless a party obtains an Order of the Court declaring that all or  
6 certain portions of such Discovery Material are not, in fact, protected.

7 10. Third parties may designate as CONFIDENTIAL transcripts of depositions of  
8 their witnesses and any documents or information they produce, whether voluntarily or by  
9 subpoena, to the same extent and in the same manner as parties to this Action, and any such  
10 Discovery Material shall be treated by parties to this Action in the same manner as materials and  
11 information so designated by a party. Third parties shall have the same rights and obligations  
12 under this Stipulated Protective Order as parties and may move the Court to enforce the  
13 provisions of this Stipulated Protective Order.

#### 14 DISCLOSURE

15 11. Unless otherwise directed by the Court or authorized in writing by the Producing  
16 Party, Discovery Material designated as CONFIDENTIAL may be disclosed by the Receiving  
17 Party only to the following persons:

18 (a) any outside counsel of record in this Action, including any attorneys  
19 employed by firms of record even if not otherwise identified specifically on pleadings;

20 (b) three designated in-house counsel who, because of their duties and  
21 responsibilities, require access to Discovery Material designated as CONFIDENTIAL, provided  
22 that any such in-house counsel who receives HIGHLY CONFIDENTIAL Discovery Material  
23 has no responsibilities related to any formulation, research or development work regarding  
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1 tranexamic acid, does not engage, formally or informally, in any patent prosecution relating to  
2 tranexamic acid, or any FDA counseling, litigation, or other work before or involving FDA  
3 (including, but not limited to citizen's petitions) or any similar correspondence in any foreign  
4 country regarding approval requirements for any product containing tranexamic acid, except  
5 where such correspondence is in response to any inquiry from the FDA regarding a party's own  
6 NDA or ANDA, and provided that any such in-house counsel has been identified to the opposing  
7 party at least seven (7) calendar days prior to such disclosure;  
8

9 (c) support personnel for counsel identified in Paragraphs 11(a) and 11(b),  
10 such as law clerks, analysts, paralegals, litigation assistants, secretaries and support staff;  
11

12 (d) any outside expert or consultant who is expressly retained or sought to be  
13 retained by counsel identified in Paragraph 11(a) to assist in the preparation of this Action for  
14 trial, with disclosure only to the extent necessary to perform such work;

15 (e) any court reporter, shorthand reporter or typist recording or transcribing  
16 testimony;

17 (f) service contractors such as document copy services, trial technology  
18 consultants, jury consultants and graphic artists;

19 (g) personnel of the Court and all appropriate courts of appellate jurisdiction;

20 and  
21

22 (h) any other person agreed to by the Producing Party in writing.

23 CONFIDENTIAL Discovery Material shall not be disclosed to any person  
24 described in Paragraphs 11(d), (f) or (h) unless and until such person has executed the  
25 Declaration and Undertaking to Be Bound by Stipulated Protective Order in the form attached as  
26 Exhibit A. CONFIDENTIAL Discovery Material shall not be disclosed to any person unless  
27  
28

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1 such person is authorized to receive CONFIDENTIAL Discovery Material pursuant to Paragraph  
2 11 of this Stipulated Protective Order.

3 12. As a condition precedent to disclosure of CONFIDENTIAL Discovery Material,  
4 at least seven (7) calendar days before the disclosure of any CONFIDENTIAL Discovery  
5 Material of any Producing Party is made to an individual described above in Paragraphs 11(d) or  
6 (h), counsel for the Receiving Party shall serve a Notice on the Producing Party identifying the  
7 individual by name and including a *curriculum vitae* or equivalent resume disclosing the  
8 individual's employment history, past or present relationship with any of the parties, all  
9 consulting engagements during the past five (5) years and an executed acknowledgement from  
10 the individual to whom the disclosure is to be made, in the form of Exhibit A attached hereto.  
11 Prior to disclosure of any CONFIDENTIAL Discovery Material produced by another party, the  
12 other party shall have seven (7) calendar days from receipt of the executed acknowledgement  
13 and *curriculum vitae* or resume to object to such disclosure. In the event of an objection to the  
14 proposed disclosure, the parties shall promptly confer in good faith to resolve the concerns  
15 giving rise to the objection. If the parties are unable to reach agreement regarding such  
16 disclosure, the objecting party must notify the Court on an expedited basis, and in no event later  
17 than fifteen (15) calendar days after receipt of the executed acknowledgement and *curriculum*  
18 *vitae* or resume. The burden shall be on the objecting party to demonstrate to the Court why the  
19 proposed disclosure should not be made. CONFIDENTIAL Discovery Material shall not be  
20 disclosed to such an individual pending the Court's resolution of the dispute. The foregoing  
21 seven (7) and fifteen (15) calendar day periods may be extended by agreement of the parties or  
22 by Order of the Court.  
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1           13. The recipient of any CONFIDENTIAL Discovery Material that is provided under  
2 this Stipulated Protective Order shall maintain such information in a secure and safe area and  
3 shall exercise reasonable and proper care with respect to the storage, custody, use and/or  
4 dissemination of such information.

5  
6                                   **EXEMPTED MATERIALS**

7           14. The Receiving Party may seek to remove the confidentiality restrictions set forth  
8 herein on the ground that information designated CONFIDENTIAL does not fall within the  
9 definitions of CONFIDENTIAL set forth in Paragraphs 3 and 4 above. In such event, the  
10 Producing Party shall have the burden of proof of establishing that Discovery Material  
11 challenged under this Paragraph constitutes CONFIDENTIAL Discovery Material as defined in  
12 Paragraphs 3 and 4.

13  
14           15. None of the provisions of this Stipulated Protective Order shall apply to the  
15 following categories of documents or information, and any party may seek to remove the  
16 restrictions set forth herein on the ground that information designated as CONFIDENTIAL  
17 has/had been:

- 18                           (a) available to the public at the time of its production hereunder;  
19                           (b) available to the public after the time of its production through no act, or  
20 failure to act, on behalf of the Receiving Party, its counsel, representatives or experts;  
21                           (c) known to the Receiving Party, or shown to have been independently  
22 developed by the Receiving Party, prior to its production hereunder without use or benefit of the  
23 information;  
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1 (d) obtained outside of this Action by the Receiving Party from the Producing  
2 Party without having been designated as CONFIDENTIAL; provided, however, that this  
3 provision does not negate any pre-existing obligation of confidentiality; and/or

4 (e) previously produced, disclosed or provided by the Producing Party to the  
5 Receiving Party or any third party without an obligation of confidentiality.  
6

7 While the Producing Party has the burden of proof of establishing that Discovery  
8 Material is CONFIDENTIAL as set forth in Paragraph 14, the Receiving Party shall have the  
9 burden of proof to establish that any otherwise valid claims of confidentiality have been vitiated  
10 based on any of the grounds set forth in Paragraph 15.

#### 11 INADVERTENT PRODUCTION/DESIGNATION

12 16. The inadvertent production of a document subject to attorney-client privilege or  
13 work product immunity will not waive attorney-client privilege or work product immunity. In  
14 addition, the fact that a document was inadvertently produced shall not be used in any manner as  
15 evidence in support of any alleged waiver of attorney-client privilege or work product immunity.  
16 If a party has inadvertently produced a document subject to a claim of attorney-client privilege  
17 or work product immunity, upon request, the document and all copies thereof shall be returned  
18 promptly, and in no event later than five (5) calendar days, after a request is made by the  
19 Producing Party, as required by Fed. R. Civ. P. 26(b)(5)(B). Moreover, any notes or summaries,  
20 other than those expressly permitted under this section, referring to or relating to any such  
21 inadvertently produced document subject to a claim of attorney-client privilege or work product  
22 immunity shall be destroyed. Nothing herein shall prevent the Receiving Party from preparing a  
23 record for its own use containing the date, author, address(es) and other such information as is  
24 reasonably necessary to identify the document and generally describe its nature to the Court in  
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1 any motion to compel production of the document. Such a record of the identity and nature of a  
2 document may not be used for any purpose other than preparation of a motion to compel in this  
3 Action. After return of the document(s), the Receiving Party may challenge the Producing  
4 Party's claim(s) of attorney-client privilege or work product immunity by making a motion to the  
5 Court.  
6

7 17. The inadvertent failure by a Producing Party to designate Discovery Material as  
8 CONFIDENTIAL shall not be a waiver of such designation provided that the Producing Party  
9 promptly informs the Receiving Party that such Discovery Material is CONFIDENTIAL, and in  
10 any event not more than five (5) days from when the failure to designate first became known to  
11 the Producing Party. The inadvertent failure by a party to designate Discovery Material as  
12 CONFIDENTIAL shall not preclude the filing of a motion at a later date seeking to impose such  
13 designation or challenging the propriety thereof. The party receiving Discovery Material that the  
14 Producing Party inadvertently failed to designate as CONFIDENTIAL shall not be in breach of  
15 this Order for any use made of such Discovery Material before the Receiving Party is informed  
16 of the inadvertent failure to designate. Once the Receiving Party has been informed of the  
17 inadvertent failure to designate pursuant to this Paragraph, the Receiving Party shall take  
18 reasonable steps to, at the Producing Party's option, either ensure that all copies of any such  
19 Discovery Materials are returned promptly to the Producing Party or ensure that all copies of any  
20 such Discovery Materials are marked with the proper designation and distributed only as  
21 permitted under this Stipulated Protective Order.  
22

23  
24 18. In the event of disclosure of Discovery Material designated CONFIDENTIAL to  
25 any person not authorized to such access under this Stipulated Protective Order, the party  
26 responsible for having made such disclosure, and each party with knowledge thereof, shall  
27  
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1 immediately inform counsel for the party whose Discovery Material has been disclosed of all  
2 known relevant information concerning the nature and circumstances of the disclosure. The  
3 party responsible for improperly disclosing such Discovery Material shall also promptly take all  
4 reasonable measures to retrieve the improperly disclosed Discovery Material and to ensure that  
5 no further or greater unauthorized disclosure and/or use thereof is made.

#### 7 **OBJECTION TO DESIGNATIONS**

8 19. Any party may object to the designation by the Producing Party of any Discovery  
9 Material as CONFIDENTIAL. The process for making such an objection and for resolving the  
10 dispute shall be as follows:

11 (a) The objecting party shall notify the Producing Party in writing as to its  
12 objection(s) to the designations. This notice shall include, at a minimum, a specific  
13 identification of the designated Discovery Material objected to as well as the reason(s) for the  
14 objection.

15 (b) The objecting party shall thereafter have the burden of conferring either in  
16 person or by telephone with the Producing Party claiming protection, as well as any other  
17 interested party, in a good faith effort to resolve the dispute.

18 (c) Failing agreement, the objecting party may move the Court for a ruling  
19 that the Discovery Material sought to be protected is not entitled to such designation. The  
20 Producing Party bears the burden to establish that the Discovery Material is CONFIDENTIAL  
21 and entitled to such protection under this Stipulated Protective Order.

22 Notwithstanding any such challenge to the designation of Discovery Material as  
23 CONFIDENTIAL, all such Discovery Material so designated shall be treated as such and shall  
24 be subject to the provisions of this Stipulated Protective Order until either the party who  
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1 designated the Discovery Material as CONFIDENTIAL withdraws such designation in writing  
2 or the Court rules that the designation is not proper and that the designation be removed.

### 3 RETURN/DESTRUCTION OF MATERIALS

4 20. Not later than sixty (60) days after the termination of this Action, all  
5 CONFIDENTIAL Discovery Material, including all copies thereof, shall be returned to the  
6 Producing Party or destroyed, such election to be made by the Receiving Party, except that each  
7 party's outside counsel may retain all papers filed with the Court, transcripts of testimony and  
8 exhibits, expert reports, discovery requests and responses, correspondence and their own work  
9 product containing CONFIDENTIAL information for archival purposes, and provided that such  
10 counsel shall not disclose any party's CONFIDENTIAL Discovery Material contained therein to  
11 any person or entity except pursuant to a written agreement with the Producing Party or as  
12 otherwise provided in this Stipulated Protective Order. Not later than seventy-five (75) days  
13 after the termination of this Action, the party receiving any CONFIDENTIAL Discovery  
14 Material shall certify in writing that all such material has been returned or destroyed.

### 17 MISCELLANEOUS PROVISIONS

18 21. This Stipulated Protective Order is without prejudice to the right of any party to  
19 seek further or additional protection of Discovery Material for which the protection of this Order  
20 is not believed by such party to be adequate. Nothing in this Stipulated Protective Order shall be  
21 deemed to bar or preclude any Producing Party from seeking such additional protection,  
22 including, without limitation, an order that certain information may not be discovered at all.

24 22. The entry of this Stipulated Protective Order shall not be construed as a waiver of  
25 any right to object to the furnishing of information in response to discovery and, except as  
26  
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1 expressly provided, shall not relieve any party of the obligation of producing information in the  
2 course of discovery.

3 23. If at any time CONFIDENTIAL Discovery Material is subpoenaed by any court,  
4 or any arbitral, administrative or legislative body, the person to whom the subpoena is directed  
5 shall immediately give written notice thereof to counsel for every party who has produced such  
6 CONFIDENTIAL Discovery Material and shall provide each such party with an opportunity to  
7 object to the production of such materials. If the Producing Party does not move for a protective  
8 order within five (5) business days of the date written notice is given, the party to whom the  
9 referenced subpoena is directed may produce, on or after the date set for production in the  
10 subpoena but not prior to the end of the five (5) business day notice period, such material in  
11 response thereto.  
12

13 24. Counsel for any party to this Stipulated Protective Order shall have the right to  
14 exclude from depositions, other than the deponent, court reporter and videographer, any person  
15 who is not authorized under this Stipulated Protective Order to receive CONFIDENTIAL  
16 Discovery Material. Such right of exclusion shall be applicable only during periods of  
17 examination or testimony directed to CONFIDENTIAL Discovery Material. The failure of  
18 individuals other than those specified in the previous sentence to leave the deposition room  
19 during any portion of the deposition that inquires into matters deemed CONFIDENTIAL by the  
20 designating party shall constitute justification for counsel to instruct the witness not to answer  
21 the question.  
22

23 25. All notices required by any paragraphs of this Stipulated Protective Order are to  
24 be made by e-mail to counsel representing the noticed party. The date by which a party  
25 receiving notice shall respond or otherwise take action shall be computed from the date of  
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1 receipt of the notice. Any of the notice requirements herein may be waived in whole or in part,  
2 but only in a writing signed by counsel for the Producing Party.

3 26. Nothing in this Stipulated Protective Order shall bar or otherwise restrict counsel  
4 from rendering advice to his or her client with respect to this Action and, in the course thereof,  
5 relying in a general way upon his or her examination of CONFIDENTIAL Discovery Material in  
6 this Action; provided, however, that in rendering such advice and in otherwise communicating  
7 with a person not entitled to view CONFIDENTIAL Discovery Material, counsel shall not  
8 disclose the contents of CONFIDENTIAL Discovery Material produced by any other party or  
9 non-party.  
10

11 27. Execution of this Stipulated Protective Order shall not constitute a waiver of the  
12 right of any party to claim in this Action or otherwise that any document, or any portion thereof,  
13 is protected by the attorney-client privilege or work product immunity or is otherwise not  
14 discoverable or admissible in evidence in this Action or any other proceeding.  
15

16 28. Each person or entity who receives CONFIDENTIAL Discovery Material agrees  
17 to subject himself or herself to the jurisdiction of this Court for the purpose of any proceedings  
18 relating to the performance under, compliance with or violation of this Stipulated Protective  
19 Order.  
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29. For purposes of this Stipulated Protective Order, "termination of this Action" is defined to mean the exhaustion of all appeals from orders and final judgments in this Action or the settlement of this Action.

IT IS SO STIPULATED.

Dated: November 4, 2011

JONES VARGAS

/s/ Justin J. Hasford  
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JUSTIN J. BUSTOS, ESQ.  
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IT IS HEREBY ORDERED:

  
The Honorable Valerie P. Cooke  
UNITED STATES MAGISTRATE JUDGE

Dated: November 8, 2011

JONES VARGAS  
300 E. Second Street, Suite 1510 - P.O. Box 281  
Reno, NV 89504-0281  
Tel: (775) 786-5000 Fax: (775) 786-1177

## EXHIBIT A

## UNITED STATES DISTRICT COURT

## DISTRICT OF NEVADA

FERRING B.V.,	)	Case No.: 3:11-cv-00481-RCJ-VPC
	)	
Plaintiff,	)	
	)	
v.	)	<b>DECLARATION AND UNDERTAKING</b>
	)	<b>TO BE BOUND BY STIPULATED</b>
WATSON LABORATORIES, INC. -	)	<b>PROTECTIVE ORDER</b>
FLORIDA,	)	
	)	
Defendant.	)	
	)	

I, \_\_\_\_\_, declare

that:

1. My residence address is \_\_\_\_\_.
2. My current employer is \_\_\_\_\_.

and the address of my current employment is

3. My current occupation or job description is \_\_\_\_\_.

4. [Experts Only] A copy of my *curriculum vitae* is attached hereto.

5. I have received and read the Stipulated Protective Order in this Action dated

\_\_\_\_\_, and I understand its provisions. I agree (a) to be bound by the terms of the Stipulated Protective Order, (b) to use CONFIDENTIAL Discovery Material solely for this action and (c) not to disclose any CONFIDENTIAL Discovery Material to any person,

1 firm, corporation or other entity not qualified to have access to such information pursuant to the  
2 terms of the Stipulated Protective Order.

3 6. Upon termination of this Action, I will destroy or return to retaining counsel all  
4 CONFIDENTIAL Discovery Material and summaries, abstracts and indices thereof that come in  
5 my possession, and documents of things that I have prepared relating thereto.

6  
7 7. I hereby submit to the jurisdiction of the United States District Court for the  
8 District of Nevada for the purpose of enforcement of the Stipulated Protective Order. I  
9 understand that if I violate the provisions of the Stipulated Protective Order, I will be in violation  
10 of a Court Order and subject to sanctions or other remedies that may be imposed by the Court  
11 and may be liable in civil action by one or more of the parties in this Action.

12 I declare under penalty of perjury under the laws of the United States of America that the  
13 foregoing is true and correct.  
14

15  
16  
17 Date

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25  
26  
27  
28 Signature

JONES VARGAS  
300 E. Second Street, Suite 1510 - P.O. Box 281  
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Tel: (775) 786-5000 Fax: (775) 786-1177

**CERTIFICATE OF SERVICE**

I certify that I am an employee of Jones Vargas, and that on this date, pursuant to FRCP 5 (b), I am serving a true copy of the attached **STIPULATED PROTECTIVE ORDER** on the parties set forth below by:

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices

\_\_\_\_\_ Certified Mail, Return Receipt Requested

\_\_\_\_\_ Via Facsimile (Fax)

\_\_\_\_\_ Placing an original or true copy thereof in a sealed envelope and causing the same to be personally Hand Delivered

\_\_\_\_\_ Federal Express (or other overnight delivery)

XX E-service effected by CM/ECF

addressed as follows:

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DATED this 4<sup>th</sup> day of November, 2011.

/s/ Debbie Sorensen  
An employee of Jones Vargas

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